

Article - Real Property

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§8A-1701.

(a) Whenever the resident under any rental agreement, express or implied, verbal or written, shall fail to pay the rent when due and payable, it shall be lawful for the park owner to have again and repossess the premises so rented.

(b) Whenever any park owner shall desire to repossess any premises to which he is entitled, he or his duly qualified agent or attorney, shall make his written complaint under oath or affirmation, before the District Court of the county wherein the property is situated, describing in general terms the property sought to be repossessed, and also setting forth the name of the resident to whom the property is rented or his assignee or subtenant with the amount of rent due and unpaid; and praying by warrant to repossess the premises, together with judgment for the amount of rent due and costs. The District Court shall issue its summons, directed to any constable or sheriff of the county entitled to serve process, and ordering him to notify by first-class mail the tenant, assignee, or subtenant to appear before the District Court at the trial to be held on the fifth day after the filing of the complaint, to answer the park owner's complaint to show cause why the prayer of the park owner should not be granted, and the constable or sheriff shall proceed to serve the summons upon the resident, assignee, or subtenant in the property or upon his known or authorized agent, but if for any reason, neither the resident, assignee, or subtenant, nor his agent, can be found, then the constable or sheriff shall affix an attested copy of the summons conspicuously upon the mobile home. The affixing of the summons upon the mobile home after due notification to the resident, assignee, or subtenant by first-class mail shall conclusively be presumed to be a sufficient service to all persons to support the entry of a default judgment for possession of the premises, together with court costs, in favor of the park owner, but it shall not be sufficient service to support a default judgment in favor of the park owner for the amount of rent due.

(c) (1) If, at the trial on the fifth day indicated in subsection (b) of this section, the court is satisfied that the interests of justice will be better served by an adjournment to enable either party to procure his necessary witnesses, he may adjourn the trial for a period not exceeding 1 day, except that if the consent of all parties is obtained, the trial may be adjourned for a longer period of time.

(2) If, when the trial occurs, it appears to the satisfaction of the court, that the rent, or any part of the rent, is actually due and unpaid, the court shall determine the amount of rent due and enter a judgment in favor of the park owner for possession of the premises. The court may also give judgment in favor of the park owner for the amount of rent determined to be due together with costs of the suit if

the court finds that the actual service of process made on the defendant would have been sufficient to support a judgment in an action in contract or tort.

(3) The court, when entering the judgment, shall also order the resident to yield and render possession of the premises to the park owner, or his agent or attorney, within 30 days after the trial.

(4) The court may, upon presentation of a certificate signed by a physician certifying that surrender of the premises within this 30-day period would endanger the health or life of the resident or any other occupant of the premises, extend the time for surrender of the premises as justice may require. However, the court may not extend the time for the surrender of the premises beyond 45 days after the trial.

(5) However, if the resident, or someone for him, at the trial, or adjournment of the trial, tenders to the park owner the rent determined by the court to be due and unpaid, together with the costs of the suit, the complaint against the resident shall be entered as being satisfied.

(d) If judgment is given in favor of the park owner, and the resident fails to comply with the requirements of the order within 15 days, the court shall, at any time after the expiration of the 15 days, issue its warrant, directed to any official of the county entitled to serve process, ordering him to cause the park owner to have again and repossess the property by putting him (or his duly qualified agent or attorney for his benefit) in possession thereof, and for that purpose to remove from the property, by force if necessary, the mobile home and all additions or attachments of every description whatsoever belonging to the resident, or to any person claiming or holding by or under said resident. If the park owner does not order a warrant of restitution within 60 days from the date of judgment or from the expiration date of any stay of execution, whichever shall be the later, the judgment for possession shall be stricken.

(e) In any action of summary ejectment for failure to pay rent where the park owner is awarded a judgment giving him restitution of the leased premises, the resident shall have the right to redemption of the leased premises by tendering in cash, certified check, or money order to the park owner or his agent all past due rent and late fees, plus all court awarded costs and fees, at any time before actual execution of the eviction order. This subsection does not apply to any resident against whom 3 judgments of possession have been entered for rent due and unpaid in the 12 months prior to the initiation of the action to which this subsection otherwise would apply.

(f) The resident or the park owner may appeal from the judgment of the District Court to the circuit court for any county at any time within 2 days from the rendition of the judgment. The resident, in order to stay any execution of the

judgment, shall give a bond to the park owner with one or more sureties, who are owners of sufficient property in the State of Maryland, with condition to prosecute the appeal with effect, and answer to the park owner in all costs and damages mentioned in the judgment, and such other damages as shall be incurred and sustained by reason of the appeal. The bond shall not affect in any manner the right of the park owner to proceed against the resident, assignee, or subtenant for any and all rents that may become due and payable to the park owner after the rendition of the judgment.

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